COVER PAGE

OLIVETTE CITY CENTER TOWNHOMES
DECLARATION OF COVENANTS AND RESTRICTIONS

Date: _____, 2023

Grantor: DOUGLAS – DIELMAN, LLC

Grantee: OLIVETTE CITY CENTER TOWNHOMES ASSOCIATION,
a Missouri nonprofit corporation

Grantor's/Grantee's Address: 8000 Maryland Ave., Suite 1500
St. Louis, MO 63105

Legal Description: As set forth on Exhibit A of the attached Declaration of Covenants and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants and Restrictions and the provisions of this cover page, the attached Declaration of Covenants and Restrictions shall prevail and control.

OLIVETTE CITY CENTER TOWNHOMES

DECLARATION OF COVENANTS AND RESTRICTIONS

TABLE OF CONTENTS

SECTION		PAGE
1.	DEFINITIONS.	4
2.	EASEMENTS AND PROPERTY RIGHTS	6
3.	CREATION OF ASSOCIATION	8
4.	DURATION	8
5.	COVENANT FOR MAINTENANCE ASSESSMENTS	9
6.	SELECTION OF DIRECTORS, MEETINGS OF OWNERS	12
7.	RESERVATION OF EXPENDITURES	15
8.	DIRECTORS' DUTIES AND POWERS	16
9.	MAINTENANCE AND ALTERATIONS	19
10.	INSURANCE/CASUALTY	21
11.	USE RESTRICTIONS	24
12.	PARTY WALLS	28
13.	MORTGAGES; MORTGAGEE PROVISIONS	29
14.	AMENDMENTS	30
15.	GENERAL PROVISIONS	31

OLIVETTE CITY CENTER TOWNHOMES
DECLARATION OF COVENANTS AND RESTRICTIONS

DOUGLAS-DIELMAN, LLC, a Missouri limited liability company (the "***Declarant***"), and OLIVETTE CITY CENTER TOWNHOMES ASSOCIATION, a Missouri nonprofit corporation (the "***Association***"), make and enter into this Declaration of Covenants and Restrictions ("***Declaration***") effective as of _____, _____, 2023.

RECITALS:

A. Declarant is the owner of certain real property located in the City of Olivette, St. Louis County, Missouri, which is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Declarant desires to create on the Property a residential townhome community to be known as "Olivette City Center Townhomes" with open spaces, drives, walkways and other common ground and facilities ("***Community***").

C. This Declaration is not a condominium declaration, the Community does not constitute a "Condominium" as defined in Ch.448 RSMo., as amended, and the Property (as hereinafter defined) now or hereafter subject to this Declaration shall not be subject to or governed by Ch.448 RSMo., as amended.

D. Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which the Community has been established.

E. Declarant deems it desirable, for the efficient preservation of the values and amenities in the Community, to form a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created.

F. Declarant has caused to be incorporated under the laws of Missouri as a nonprofit corporation, Olivette City Center Townhomes Association, for the purpose of exercising the functions aforesaid.

G. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property (as hereinafter defined) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS. The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed to these terms in Ch. 448 RSMO., as amended):

1.1 "***Agency***" shall mean any agency or corporation such as Housing and Urban Development (HUD), Department of Veteran's Affairs, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or any similar entity or agency that purchases, underwrites, insures or guarantees residential mortgages.

1.2 "***Articles***" shall mean the Articles of Incorporation for the Association currently on file with the Missouri Secretary of State, and any amendments that may be made to those Articles from time to time.

1.3 "***Association***" shall mean and refer to Olivette City Center Townhomes Association, a Missouri nonprofit corporation, and its successors and assigns.

1.4 "***Board***" shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as "***Director***" or "***Directors***".

1.5 "***Buildings***" shall mean the structures which are or become part of the Property and which contain the Townhomes. Each of the Buildings may be referred to herein as a "***Building***".

1.6 "***By-Laws***" shall mean the By-Laws of the Association as they may exist from time to time. The initial By-Laws shall be recorded with this Declaration as Exhibit B.

1.7 "***City***" shall mean the City of Olivette, Missouri.

1.8 "***Common Expenses***" shall mean the expenses and financial liabilities of the Association, including, but not limited to:

(i) Expenses of governance and administration of the Association and implementation of this Declaration;

(ii) Expenses of the operation, maintenance, repair and replacement of the Common Properties and Townhome Exteriors;

(iii) Expenses declared to be Common Expenses hereunder;

(iv) Expenses agreed upon as Common Expenses by the Association;

(v) Insurance required to be carried by the Association hereunder;

(vi) Such reasonable reserves as may be established by the Association for contingencies and repair or replacement of the Common Properties, Townhome Exteriors or any other real or personal property acquired or held by the Association;

(vii) Allocations to the working capital fund; and

(viii) All expenditures made by or financial liabilities of the Association.

1.9 "***Common Properties***" shall mean and refer to those areas of land owned by the Association, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Property, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of more than one Owner of the Property, including, without limitation:

(i) open spaces, drives, parking areas within the Common Properties, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, sidewalks, paths, walkways, and other facilities for the benefit in common of the Owners;

(ii) all sanitary and storm sewer facilities, including any detention and/or retention basins, and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, as located in any utility easements on a plat of the Property recorded ~~plat~~ in the St. Louis County Recorder of Deeds, excepting those utilities located within a Lot and lateral utility lines benefitting a single Lot or Townhome (unless or until such time that a facility, as described above, has been accepted for maintenance by a municipal or quasi-municipal entity);

(iii) all apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use; and

(iv) any auxiliary buildings, and other improvements and structures which may, at any time, be erected on the Common Properties and which are intended for common use.

Common Properties shall not include any item that solely serves a particular Lot or Townhome.

1.10 "***Declarant***" shall mean and refer to Douglas-Dielman, LLC, a Missouri limited liability company, its successors and assigns, if such successors or assigns acquire or succeed to ownership of all Lots which have not been improved with a Townhome remaining in the Community and then owned by Declarant for the purpose of development or if Declarant expressly assigns its "Declarant rights" hereunder to such assigns in writing.

1.11 "***Eligible Mortgagee***" shall mean and refer to a First Mortgagee who has notified the Association, in writing, of its name and address and that it holds a First Mortgage on a Lot. The notice must include the address of the Lot on which it has a First Mortgage. Such notice shall include a request that the First Mortgagee be given the notices and other rights described in Sections 13 and 14.

1.12 "***First Mortgage***" shall mean and refer to a Mortgage, the priority of which is not subject to any monetary lien or monetary encumbrance except liens for taxes or other liens that are given priority by statute.

1.13 "***First Mortgagee***" shall mean and refer to any person or entity named as a Mortgagee in any First Mortgage, or any successor to the interest of any such person or entity under such Mortgage.

~~1.14~~1.14 "***Governing Documents***" shall mean this Declaration, the By-Laws, Articles and Regulations.

1.15 "***Lot***" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Property (with the exception of the Common Properties as herein defined) to be improved with a Townhome. The Lots shall be improved with a Townhome which is physically connected at a side lot line(s) to another Townhome. The Community shall consist of thirty-three (33) Lots.

1.~~15~~16 "***Mortgage***" shall mean and refer to a mortgage, deed of trust or other document pledging the Property or any Lot or interest herein as security for the payment of a debt or obligation.

1.~~16~~17 "***Mortgagee***" shall mean and refer to any person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such person under such Mortgage.

1.~~17~~18 "***Occupant***" shall mean any natural person or persons, other than an Owner, in possession of or residing in a Townhome.

1.~~18~~19 "***Owner***" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.~~19~~20 "***Property***" shall mean and refer to that certain real property legally described on Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.~~20~~21 "***Regulations***" shall mean the rules and regulations of the Association initially adopted by the Board and relating to the appearance, use and occupancy of the Property and Townhomes, including exterior appearance, use and occupancy of the Property, Lots and Townhomes, as amended from time to time.

1.~~21~~22 "***Townhome***" shall mean and refer to the building consisting of one single-family townhome dwelling unit to be constructed on each Lot.

1.~~22~~23 "***Townhome Exterior***" shall mean the roof, foundation, footings, outer surface of exterior walls, exterior steps and porches, decks and deck rails and structures, ~~gutters,~~windows and window systems, garage door, all exterior doors, gutters and downspouts serving a Townhome and all portions of the Lot which are not improved with the Townhome (except any trees and shrubs installed by Owners with the Directors' permission~~), but excluding all windows and window systems, the garage door and all exterior doors.~~).

2. EASEMENTS AND PROPERTY RIGHTS.

2.1 Every Owner and every resident of the Property subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Directors to promulgate rules and regulations governing the use of Common Properties;

(b) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any public or quasi-public agency, authority, or utility subject to such conditions as may be reasonably necessary for the development of the Community, provided that, subject to the foregoing exception, no other conveyance or transfer of fee title to all or any of the Common Properties shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by a resolution or written consent signed by Owners holding at least two-thirds (2/3rds) of the voting power in the Association. The Directors may grant easements to any party over or otherwise affecting Common Properties to any party at their sole discretion;

(c) The right of the Declarant to utilize the Common Properties for promotional purposes during periods of development;

(d) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties; and

(e) The right of the Directors and/or Declarant (during such time as Declarant owns a Lot) to annex additional residential and Common Properties to the Community.

2.2 The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community.

2.3 Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

2.4 There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot to the extent reasonably necessary for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

2.5 Should any portion of any Townhome as originally constructed, overhang or encroach on an adjacent Lot or the Common Properties, the Owner of any such Townhome shall have a license to enter upon such adjacent Lot or the Common Properties for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Townhome.

2.6 The Property including the Lots and Townhomes thereupon located shall be subject to a perpetual easement in gross to the Directors and the Association, their successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration as well as all maintenance, repair and other tasks which the Directors and/or Association has the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter a Townhome or upon a Lot in order to maintain, service, improve, repair or replace any Common Properties, the Townhome, or any other item required or permitted to be maintained by the Association hereunder, the Association's employees, contractors, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the

Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Townhome or Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the roof, plumbing, sewers, other utilities, pipes, walls, and wires within any Townhome or Lot which serves another Townhome or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Townhome or Lot without exhibiting an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

2.7 The Property, including the Lots and Townhomes thereupon located, shall be subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, as developer of the Community, by this Declaration or by any state, county, municipal or other governmental agency, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such state, county, municipal or other governmental agency.

2.8 All public and private utilities (including electric and cable companies) serving the Community are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Townhome Exteriors as may be approved by the Directors for the purpose of providing utility services to the Community.

3. CREATION OF ASSOCIATION.

3.1 Members. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 Classes of Membership. The Association shall have two classes of voting memberships:

(a) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) December 31, 2028.

4. DURATION. The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years

from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots subject to this Declaration, by resolution or written consent signed by Owners holding at least two-thirds (2/3rds) of the voting power in the Association, may terminate this Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Louis County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter. Notwithstanding the foregoing, except in the case of a taking of all of the Lots by eminent domain, the prior written approval of two-thirds (2/3rds) of Eligible Mortgagees shall also be required in order to terminate this Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common, and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

5.1 Covenant to Pay Assessments. Except as set forth in Section 5.8, the Declarant, for each Lot within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5.5 below, and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Townhome has been constructed upon such Lot in the amount of ~~$_____~~$750.00 for purposes of providing working capital for the Association; such assessment to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectable and enforceable in accordance with this Section 5.

5.2 Lien and Foreclosure. Any and all annual and special assessments, and charges as provided in this Section 5, together with such interest thereon and costs of collection thereof (including, without limitation, reasonable attorneys' fees), shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required.

The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Except as hereinafter provided, the lien for assessments provided for herein shall not be affected by any sale or transfer of a Lot.

Notwithstanding anything herein to the contrary, a lien under this Declaration is prior to all other liens and encumbrances on a Lot except: (a) the lien of any First Mortgage recorded before the recordation of this Declaration; (b) the lien of any First Mortgage on the Lot recorded before the date on which the assessment sought to be enforced became due, except that a lien under this Declaration has limited priority over said First Mortgage for assessments in an amount not to exceed six (6) months of the delinquent assessments based on the periodic budget adopted by the Association which would have become due in the absence of acceleration during the six (6) months immediately preceding the date of filing of a petition to enforce the Association's lien or the date of sale by the holder of said First Mortgage; and (c) liens for real estate taxes and other governmental assessments or charges against the Lot. If the Association forecloses its lien under this Declaration in a non-judicial manner under Chapter 443 MO. REV. STAT., the Association shall not be entitled to the limited lien priority for assessments provided under item (b) above in this Section 5.2. This Section 5.2 does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessments made by the Association. In addition, a lien under this Section 5.2 is not subject to Section 513.475, MO. REV. STAT. (homestead exemption). Where title to a Lot is transferred pursuant to a decree of foreclosure of a First Mortgage or by deed in lieu of foreclosure of the First Mortgage, such transfer of title shall extinguish the lien for unpaid charges which became due prior to the date of the transfer of title, except for the assessments having priority over such First Mortgage as provided under item (b) above in this Section 5.2. However, the transferee of the Lot shall be personally liable for such Owner's share of the assessments with respect to which a lien against such Owner's Lot has been extinguished pursuant to the preceding sentence where such assessments are reallocated among all of the Owners pursuant to a subsequently adopted annual or revised assessment or special assessment, and nonpayment thereof shall result in a lien against such Owner's Lot as provided herein. ~~Such unpaid assessments or charges which do not have priority over such First Mortgage shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.~~

5.3 Use of Assessments. The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property or for maintaining the market value of the Property and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and/or required, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

5.4 Special Assessments. In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property

related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power as provided in Section 6.12 hereof, or the approving vote of more than fifty percent (50%) of the votes of members who are voting, in person or by proxy, at a meeting duly called for such purpose at which there is a required quorum, written notice of which shall have been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

5.5 Allocation of Certain Assessments/Changes. The Directors may levy a special assessment or charge against any Owner and/or Lot or all Owners and Lots for all costs and expenses incurred, including costs of collection, interest, attorneys fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvement thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's agents, invitees or tenants, or (iii) removal of unapproved or unauthorized signage erected anywhere on the Property. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

5.6 Assessment Process. Assessments shall be made in a manner and subject to the following procedure:

(a) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including, without limitation, reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for the Lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(b) Subject to requisite member approval as set forth herein, special assessments shall be made by the Directors upon thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(c) Any charge or assessment imposed by the Association, with the exception of an assessment under Section 5.5 hereof, shall be divided among Owners on the basis of an equal amount per Lot.

(d) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Louis County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(e) The failure or delay of the Directors to prepare or serve any budget or any annual, additional annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and, in the absence of any annual assessment or additional annual assessment, the Owner shall continue to pay at the then existing rate established for the previous payment.

5.7 Delinquency. If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of ~~eighteen~~twelve percent (~~18~~12%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5.2 hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

5.8 Exempt Properties. The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All Common Properties.

(b) All properties exempt from taxation under the laws of the State of Missouri.

(c) All Lots owned by the Declarant before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale~~).~~), excluding Lots owned by Declarant on which a Townhome has been substantially completed which is not being offered for sale in the ordinary course of business.

5.9 No Waiver. The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, or services, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

5.10 Judgment. A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

5.11 Application of Payments. Any payments received by the Association in discharge of an Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS.

6.1 Original Directors. The Board of Directors of the Association shall consist of three (3) members. The original directors are Douglas Cohen ("***Director 1***"), Douglas Holtzman ("***Director 2***") and

Esther Cohen ("***Director 3***"). During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("***Original Directors***"), one or more shall be subject to removal by Declarant, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

6.2 Successor Director Upon Sale of 50% of Lots. After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 3, or his/her appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6.3 following.

6.3 Successor Directors Upon Sale of All Lots. After Declarant has sold and conveyed all of the Lots which may be subjected to this Declaration other than to a successor builder or developer, the following procedure shall be followed:

(a) All of the then acting Directors shall resign; and

(b) At a special meeting of the members of the Association, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year. Each such Director must be a member of the Association.

(c) After the expiration of the term of office of the Directors elected as provided in Section 6.3(b), each successor Director must be a member of the Association, and shall be elected by the members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the members.

6.4 Early Appointment of Successor Directors. Declarant, in its sole discretion, may (but shall not be required to) appoint a second and/or third Director from the membership of the Association prior to the time designated for election of a second and third Director as set out in Section 6.3 above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Declaration to elect an Owner or Owners to be the nominees for Directors to be appointed by the Declarant under the provisions of this Section 6.4. In the event the Declarant does appoint the nominees elected by the Association as the second and third Directors prior to the time set forth in Sections 6.3 above, then such nominees shall become Directors with full powers and shall not be subject to removal by the Declarant, just as if such nominees were elected pursuant to the provisions of Sections 6.3, and no Directors shall be elected by the members under the provisions of Sections 6.3 and the appointed nominees shall serve as Directors until all Directors are elected by the Owners under the provisions of Section 6.3.

6.5 Officers. Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to serve as Vice-

President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

6.6 Annual Meeting. There shall be an annual meeting of the Association (subject to the provisions of Section 6.11 hereof) to be held on the first Saturday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Louis. No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting, except as otherwise provided herein, each Lot shall be entitled to one (1) vote and ~~, except as otherwise provided herein,~~ any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least twenty-four (24) hours before any meeting at which such proxy will vote. Any member who has failed to pay any assessments then due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

6.7 Voting by Certain Owners. If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "***Voting Member***." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established, the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

6.8 Directors to be Owners. All Directors, except the Original Directors, shall be Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

6.9 Quorum at Meetings of Owners. No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein,

a quorum shall be deemed present at a meeting of the Association if the members in attendance at the beginning of the meeting represent at least ten percent (10%) of the voting power in the Association, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(a) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(b) Take a vote of the Association on any proposed business by written ballot of the members in lieu of a meeting.

6.10 Quorum at Meetings of Directors. A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

6.11 Meetings of Original Directors and Advisory Board. For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and/or advising the Directors concerning the status and operation of the Community. Such advisory board may hold informal meetings of members if so desired by the advisory board, but such meetings are not required.

6.12 Member Approvals. Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the members of the Association may only be taken without a meeting of the members, if the action is approved by members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such member approval shall be given to all members who have not signed a written consent. If written notice is required because consents have not been received from all of the members, such member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES. The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Property.

8. DIRECTORS' DUTIES AND POWERS. The Directors shall have the following rights, powers, duties and obligations:

8.1 To acquire and hold the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, structures and other improvements of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety and for the general use of the Owners, and to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2.1(b).

8.2 To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5.5 hereof.

8.3 To exercise such control over the easements, drives, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, drives, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, drives, walkways and rights-of-ways, lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such drives and walkways to operate and maintain a system of lights on the Common Properties and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control facilities, including retention areas, serving any portion of the Property, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

8.4 To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the Property by appropriate landscaping or by a Community sign or in such other manner as the Directors shall deem appropriate.

8.5 To dedicate the private drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency and grant easements to any party over or otherwise affecting Common Properties.

8.6 To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected Lot, and to charge the Owners thereof with the reasonable expense so incurred as provided in Section 5.5 above, which expense shall be a lien against such Lot. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

8.7 At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall

provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Property, and for any Owners, or Owner's principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Property.

8.8 In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors. The fact that that the Declarant or a Director may be directly or indirectly affiliated or connected with any person or entity with which the Directors have entered into a contract to provide services shall not prohibit the Directors from dealing with that person or entity so long as the cost for such services is at a competitive rate which is comparable to the cost of similar services for first class properties in the St. Louis Central County Area.

8.9 To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

8.10 To adopt, review, amend, modify and/or accept and amend budgets for the income and Common Expenses of the Association, and to levy and collect assessments from the Owners on behalf of the Association.

8.11 To adopt and amend reasonable By-Laws and Regulations for the management, maintenance, conservation and enhancement of the Community and for the health, comfort, safety and welfare of the Owners, and to implement the purpose and intent of this Declaration and By-Laws, all in the best interests of the Owners as a whole. All Owners, their families, Occupants, tenants, Mortgagees, guests and invitees shall be subject to all Regulations in effect at any given time.

8.12 To impose interest and charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines and/or penalties and/or limit the right to vote and to a serve on the Board for violations of the Declaration, By-Laws or Regulations.

8.13 The power to borrow funds, including the right to encumber Association assets and to assign its rights to future income (including the right to receive assessments), with approval of a majority of the Owners and Eligible Mortgagees.

8.14 The power to enforce the restrictions on use contained in this Declaration and any additional restrictions and Regulations contained in this Declaration or that may be adopted by the Association.

8.15 To exercise such other powers as may be provided in the ~~Declaration, By-Laws, Articles or Regulations~~Governing Documents, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the

governance and operation of the Community and the Association in the best interest of the Community and Owners as a whole.

8.16 With regard to all property, real, personal or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Directors' powers and duties hereunder, including the construction of improvements.

(b) Purchase insurance against all risks, casualties and liabilities of every nature and description as more particularly set forth in Section 10 hereof .

(c) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with such property, in all respects, limited only as provided in this Declaration or By-Law.

8.17 In the event it shall become necessary for any public agency to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency subject to the provisions of Section 2.1(b). Should acquisitions by eminent domain become necessary, only the Directors need be made parties, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Directors for the benefit of the Owners of the Lots subject hereto.

8.18 The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

8.19 All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

8.20 Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Olivette and County of St. Louis, as applicable, and any other governmental entity of which the Property may become a part. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

8.21 The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Property, such monuments to be located on the Common Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping.

8.22 In the event of a resale of a Lot by an Owner other than Declarant, the Association shall, within ten (10) days after a written request by an Owner or the Owner's authorized representative, furnish a resale certificate, which shall disclose the following:

(a) The amount of the monthly assessment and any unpaid assessment or special assessment currently due and payable from the selling Owner;

(b) Any capital expenditures anticipated by the Association for the current and next succeeding fiscal years;

(c) The amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects;

(d) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(e) The current operating budget of the Association;

(f) A statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant;

(g) A statement describing any insurance coverage provided for the benefit of Owners; and

(h) A statement as to whether the Board has knowledge that any alterations or improvements to the Lot to be sold violate any provision of this Declaration.

The Association may charge a reasonable fee for furnishing the resale certificate and any documents related thereto, which fee shall not be less than $250.00.

9. MAINTENANCE AND ALTERATIONS.

9.1 Common Properties. Maintenance, repairs and replacements of the Common Properties shall be furnished by the Association. The cost of any such maintenance, repairs and replacement shall be Common Expenses.

9.2 Townhomes. Except for the Townhome Exteriors and as otherwise specifically provided in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of such Owner's Townhome and all components thereof, together with all windows and window systems, the garage door and all exterior doors.

9.3 Townhome Exteriors. Maintenance, repair and replacement of the Townhome Exteriors shall be the responsibility of the Association. The cost of any such maintenance, repairs and replacements shall be a special assessment (as provided in Section 5.5 above) payable to the Association upon demand by the Owner of the Townhome to which such maintenance, repair or replacement has been made. Notwithstanding the foregoing, if any such maintenance, repair or replacement is made to all of the Townhomes at one time, then such cost shall be Common Expenses.

9.4 Owner's Failure to Maintain. If, in the judgment of the Directors, an Owner fails to maintain those portions of the Owner's Lot or Townhome which the Owner is responsible for maintaining

hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Townhomes in the Community or in compliance with Regulations adopted by the Association from time to time, then the Directors may, in their discretion, take the following action:

(a) Advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(b) If the work is not done to the satisfaction of the Directors, in their sole judgment, then the Association may seek injunctive relief and/or cause such work to be done and the cost thereof shall be a special assessment (as provided in Section 5.5 above) payable by the Owner to the Association upon demand.

9.5 Property Damage. If, due to the act or omission of an Owner, or an Occupant, a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Common Properties or a Townhome Exterior and maintenance, repairs or replacement shall be required thereby, which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacement, as may be determined by the Directors, to the extent not covered by insurance carried by the Association, and the cost thereof shall be a special assessment (as provided in Section 5.5 above) payable by the Owner to the Association upon demand.

9.6 Alterations.

(a) Permitted Improvements. Subject to this Section 9.6, an Owner may make improvements or alterations to the Owner's Townhome provided that such improvements or alterations (i) do not alter or impair the structural integrity, weather-tight soundness or safety of, or mechanical systems in, the Building, (ii) do not lessen the support of any portion of the Building, (iii) do not cause or permit any physical changes to their Townhome that could affect or damage the sound barriers or sound attenuation materials installed on or within the ceilings, floors or walls between the Townhomes, and (iv) do not result in alteration or relocation of the boundaries between adjoining Townhomes; and further provided that such improvements or alterations are made with the prior written approval of the Board and/or architectural committee appointed by it, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, no improvements, alterations, modifications or replacements of any type, temporary or permanent, structural, aesthetic or otherwise, including but not limited to, any structure, building, addition, wall, enclosure, window, exterior door, antenna, satellite dish or other type of sending or receiving apparatus, sign, flag, display, decoration, color change, or topographical or landscaping change, shall be made by any Owner or Occupant or their invitees in any part of the Common Properties or Townhome Exterior, or in any part of the Lot or Townhome which affects another Lot or Townhome, or which is visible from the exterior of the Townhome, without the prior written authorization of the Board and/or an architectural committee appointed by it. An Owner may not change the appearance of the Common Properties or the Townhome Exterior or the exterior appearance or color of the Building or any other portion of the Community without the express written authorization of the Board.

(b) Mechanics Liens. No labor performed or materials furnished and incorporated in a Lot or Townhome with the consent or at the request of the Owner, its agent, contractor or subcontractor shall be the basis for filing a lien against the Lot or Townhome of any other Owner not expressly consenting to or requesting the same, or against the Common Properties. Each Owner shall indemnify and hold

harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien against the Lot or Townhome of any other Owner or against the Common Properties for improvements or alterations performed or for labor, materials, services or other products incorporated in the Lot or Townhome at such Owner's request.

(c) Post-Closing Improvements. Each Owner shall indemnify, defend and hold harmless Declarant and the Association, and their respective officers, directors, partners, members, shareholders, agents and employees, from and against any and all claims, demands, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to any post-closing improvement or alteration to such Owner's Lot or Townhome undertaken by or at the request of such Owner, including, but not limited to: (i) any violations of any city, state or federal law, ordinance or regulation; (ii) any damage to (a) the Common Properties, including the structural components of the Building and the utility and mechanical systems serving the Property or (b) other Lots or Townhomes; or (iii) any failure by such Owner or any other party performing such work to comply with this Declaration.

10. INSURANCE/CASUALTY ~~[RUN BY INSURANCE COMPANY]~~

10.1 Insurance. The Association shall obtain and maintain insurance as follows:

(a) Property Insurance.

(i) Property insurance covering the Townhomes and Common Properties (excluding improvements and betterments installed by Owners and personal property of Owners and Occupants). The Townhomes shall be insured for an amount equal to the full insurable replacement cost thereof. Personal property owned by the Association shall be insured for an amount equal to its replacement cost, exclusive of land and excavations, foundations and other items normally excluded from property insurance policies. The deductible shall be in such amount as the Board may deem reasonable under the circumstances, and in the event of a claim, may be allocated to the Owner(s) benefiting therefrom in such equitable manner as the Board may determine.

(ii) The Board is authorized to obtain appraisals periodically for the purpose of establishing full insurable replacement cost of the Townhomes and the replacement cost of insurable personal property, and the cost of such appraisals shall be a Common Expense.

(iii) The insurance shall afford protection against perils, as broadly as reasonably available under coverage currently known as "special form" or "special causes of loss."

(iv) Insurance policies required by this Section shall provide that:

A. The insurer waives the right to subrogation under the policy against an Owner or members of the Owner's household;

B. Any loss covered by the property policy shall be adjusted with the Association, but the insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, and not to any Mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees, as their interests may appear. Subject to the provisions of this Section 10, the proceeds shall

be disbursed first for the repair or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

C. The name of the insured shall be the Association.

(b) Liability Insurance. Liability insurance shall be provided in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Properties, the Townhome Exteriors Elements and the activities of the Association.

(c) Other ~~provisions~~Provisions. Insurance policies carried pursuant to subsections (a) and (b) above shall provide that:

(i) Each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Properties or membership in the Association.

(ii) No act or omission by an Owner will void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(iv) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association.

(d) Fidelity Insurance. A blanket fidelity bond or insurance isrequired for anyone who either handles or is responsible for funds held or administered by the Association, whether or not (s)he receives compensation for his services. The bond or insurance shall name the Association as obligee and it shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or insurance is in force in the sum of three (3) months' assessments plus reserve funds. The cost of premiums for such blanket bond or insurance shall be paid out of Association funds as a Common Expense and shall not be borne by the individual members of the Board.

(e) Owner Policies. Each Owner shall obtain property and liability insurance for his, her or its own benefit. Property insurance shall include the additional cost of any improvements added by current or prior Owners, and all personal property owned by Owners and their families. The Board may adopt such rules as it deems reasonable to foster appropriate property insurance coverage, including by way of example, coverages under Owners' personal policies to coordinate with the Association's policy, such as allocation of deductibles, and procedures for property insurance claims. The Board may require that evidence of current insurance be furnished by each Owner to the Board and that all leases of Townhomes require insurance satisfying this Section 10(e). All property insurance maintained by an Owner shall waive the insurance company's right of subrogation against the Association, the Directors and Declarant.

(f) Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation insurance if employees are hired or if contractors are hired who do not maintain their own policy.

(g) Directors' and Officers' Liability Insurance. The Board may obtain and maintain directors' and officers' liability insurance covering all of the Directors and Officers of the Association in such limits as the Board may, from time to time, determine.

(h) Other Insurance. The Association may carry other insurance that the Board considers appropriate to protect the Association or the Owners' interests in the Community.

10.2 Reconstruction. Any portion of the Property for which insurance is required which is damaged or destroyed shall be repaired or replaced by the Association unless (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (b) ninety percent (90%) of the Owners, including every Owner of a Townhome that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves may be declared a special assessment by the Board. If the entire Community is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Properties shall be used to restore the damaged area to a condition compatible with the remainder of the Community, (ii) the insurance proceeds attributable to Townhomes that are not rebuilt shall be distributed to the Owners of those Townhomes, and (iii) the remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their ownership in the Association.

With respect to the repair or replacement of any portion of the Property, as soon as practicable after receiving the proceeds of insurance or if in the judgment of the Association additional time is necessary to obtain the sums due from assessments made against Owners, then, after the receipt of such assessments, the Association shall pursue to completion the repair or reconstruction of the Townhomes and Common Properties damaged or destroyed. No consent or other action by any Owner shall be necessary.

Such repair or reconstruction shall be in accordance with either the original plans and specification of such Townhome or other plans and specifications that have been approved by the Board. Any Owner, at the Owner's sole expense, may make any alterations or improvements to his Townhome as permitted in accordance with this Declaration.

10.3 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board, shall hold any insurance proceeds in trust for the Association, Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged portions of the Community. The Association, Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Community has been completely repaired or restored, or the Community is terminated. The insurance trustee, if any, may rely on the following certifications in writing made by the Board: (i) whether or not damaged or destroyed portions of the Community are to be repaired or restored; and (ii) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid. If payments are to be made to Owners or Mortgagees, the Board, and the insurance trustee, if any, shall obtain and may rely on a title insurance company's certificate of title or a title insurance policy based on a search of the Records of the St. Louis County from the date of recording of the original Declaration stating the names of the Owners and the Mortgagees.

10.4 Termination. In the event of termination of the Community in connection with a decision not to rebuild, the insurance proceeds may first be applied to removal of all debris, and the balance of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their ownership in the Association.

11. USE RESTRICTIONS. The following restrictions shall apply to all portions of the Property, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

11.1 Compliance with Laws. The use of the Property shall comply with all applicable federal, state and local laws, including to the extent such laws are more restrictive than this Declaration.

11.2 Use of Townhomes. Townhomes shall be used by Owners and Occupants and their guests exclusively for private, single family residential purposes, and not for transient, hotel, commercial, business or other non-residential purposes, except as permitted below. An Owner or Occupant residing in a Townhome may maintain a home-occupation in such Townhome; provided that such use (i) is incidental to the residential use, (ii) does not involve physical alteration of the Townhome visible from the exterior, (iii) is in compliance with all applicable laws and City ordinances, (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries or unusual levels of pedestrian or vehicular traffic to and from the Townhome; (v) does not involve employees; and (vi) does not otherwise involve activity that impairs the security of the Property or disturbs the quiet enjoyment of the Property by other Owners or Occupants.

11.3 Quiet Enjoyment. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Townhomes, subject to the rights of the other Owners and Occupants to reasonable use of their respective Townhomes and to the normal and customary sights, sounds, odors and activity generated thereby given the location of the Property and the unique living environment associated with the nature and structure of the Community.

11.4 Use of Common Properties. Except as otherwise provided herein, each Owner shall have the right to the use of the Common Properties and any equipment contained therein in common with all other Owners as may be required for the purposes of access or ingress and egress to and use and occupancy and enjoyment of the respective Townhome owned by such Owner and for such other purposes as specific Common Properties are intended or may appropriately be used. The Association may, from time to time, establish certain rules and regulations for the use of the Common Properties by Owners, Occupants and their guests.

11.5 Prohibited Signs, Etc. No sign, awning or canopy shall be placed or displayed on any portion of the Common Properties or in, on or around any Townhome so as to be visible from outside the Townhome or anywhere on the Property; provided, however, that nothing herein shall prohibit (a) Owners from placing one "For Sale" sign (not to exceed 2 feet x 4 feet in dimension) on such Owner's Lot pertaining to the sale of the Townhome on said Lot, provided no such signs may be located on the Common Properties, (b) Owners from placing one "Open House" sign (not to exceed 2 feet x 4 feet in dimension) on such Owner's Lot pertaining to the sale of the Townhome on said Lot, provided (i) such sign may be placed on said Lot only on the date that the open house for the sale of the Townhome is being held and must be immediately removed upon the conclusion of the open house, and (ii) no such signs may be located on the

Common Properties, or (c) signs erected or displayed by Declarant in connection with the development of the Property and the sale, rental, and/or construction of improvements on the Property.

11.6 Parking of Vehicles and Trailers. No derelict, abandoned or unlicensed vehicle, no commercial and/or industrial trucks, vans, or vehicles, and no boats, campers, recreational vehicles, house trailers, boat trailers or trailers of any other description, and no machinery, shall be permitted to be parked or located on the Common Properties or on any Lot outside of the enclosed garage, subject, however, to such exceptions, rules and regulations as may be promulgated by the Association; provided, however, that the foregoing restriction shall not apply to temporary parking for loading and unloading of such vehicles by the Owner or Occupant, provided the drive lanes on the Property are not obstructed. No pickup truck or the like shall be parked or stored in or on or adjacent to any portion of the Property with an open load in the truck's cargo area that is a nuisance by virtue of being unsightly or yielding offensive odors. Except for mechanical emergencies and washing, no vehicle or machine repair or maintenance shall be permitted on any of the Property, except in an enclosed garage. Any vehicle placement in violation of this subsection may be removed by the Association at the Owner and/or Occupant's expense, unless the Board determines that an emergency exists. Any vehicle which, when parked, extends into or over the drive lanes on the Common Properties is prohibited from being parked on a Lot.

11.7 Personal Property. Except as may be permitted pursuant to Section 11.6 above, personal property may not be stored, displayed or left outside of the Townhomes, except as authorized by the Board and except that outdoor patio furniture, potted plants and other items customarily placed on decks and patios (as reasonably determined by the Board) may be placed on the deck on each Lot.

11.8 Pets. No animals of any kind, except domestic cats or dogs, not to exceed two (2) in total, shall be kept in any Townhome or in any portion of the Property. Each Owner and Occupant shall clean up after his or her pet, shall only allow the pet outside the Townhome if it is securely leashed and accompanied by the Owner and/or Occupant, shall not allow the pet outside on a tether, shall be responsible for any damage caused by the pet, and shall not keep any structure for a pet outside the Townhome. An Owner or Occupant may also keep household fish and birds in appropriate enclosures within the Townhome. The Board may from time to time adopt rules and regulations governing pets on the Property. Any pet causing or creating a nuisance or an unreasonable disturbance on the Property shall be permanently removed from the Property upon three (3) days' written notice from the Board to the Owner who has such pet, and the decision of the Board shall be final.

11.9 Nuisance. No noxious or offensive activity shall be carried on in any Townhome or in or on the Property, nor shall any Owner, Occupant or other person carry on any activity that constitutes or might become an annoyance or a nuisance (including but not limited to excessive or unreasonable noise from television, radios, sound reproduction equipment, musical instruments, shouting and such) to other Owners or Occupants. No Owner or Occupant shall permit or suffer any activity, or permit anything to be kept, in a Townhome or in or on the Property that will or might result in an increase in the insurance rates for the Association, or that will or might obstruct or interfere with the rights of other Owners or Occupants.

11.10 Obstructions. There shall be no obstructions or storage of items in or on any portion of the Common Properties without the prior written consent of the Board. No clothes, laundry or other articles shall be placed, exposed or left in or on any portion of the Common Properties without the consent of the Board.

11.11 Satellite Dishes, Antennas, Etc. No exterior television or radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "***Antenna***") shall be erected or maintained on any Lot or upon the exterior of any Townhome.

11.12 Multiple Family Residential Use. No portion of the Community shall be used as a boarding house or rooming house, or for any purpose other than that of a single-family residential development, or for any purpose prohibited by law or City ordinance.

11.13 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed on the outside or inside of any window of a Townhome without the prior written approval of the Board. ~~No~~To ensure a consistent exterior appearance of the Townhomes, no enclosures, drapes, blinds, shades, screens or other ~~items~~window treatments that are ~~esthetically incompatible with~~visible from the exterior ~~appearance~~ of a Townhome ~~or the Community~~ shall be constructed or installed without the prior written consent of the Board. ~~The installation of drapes, blinds, or shades that are white or off-white or esthetically compatible with the exterior appearance of a Townhome or the Community does not require the prior written consent of the Board. **[SHOULD THESE ITEMS BE CONSISTENT IN ALL TOWNHOMES?]**~~

11.14 Trash Collection. No garbage or trash or recyclable materials shall be placed or kept in or on the Property or Townhomes except in covered containers of a type, size and style that are approved by the Board. The Board shall have the right to subscribe to a trash and recycling-collection service for the use and benefit of the Association and all Owners and to require all Owners to place trash, garbage and recyclable materials in containers located in areas designated by the Association. No incinerators shall be kept or maintained on the Property.

11.15 Leasing of Townhomes. An Owner may lease his/her/its Townhome only in accordance with this Section 11.15. For purposes of this Section 11.15, the term "Townhome" shall include the Lot upon which such Townhome is located.

(a) Restrictions on Leasing Townhomes.

(i) The maximum number of Townhomes that may be leased at any time is limited to twenty-five percent (25%) of the fully constructed Townhomes (the "***Cap***"), which Cap shall not exceed eight (8). The Cap is intended to insure that the Lots will continue to qualify for financing utilizing the various loan types available in the marketplace now and in the future.

~~(ii) No Owner shall rent more than one (1) Townhome and an Owner may not avoid this rule by ownership through another entity in which he/she/it has a financial interest.~~

~~(iii~~(ii) All leases shall be for an initial term of not less than one (1) year; provided, however, that Declarant is permitted to lease any Townhome of which it remains an Owner for a specified period of months and/or month-to-month. In no way a limitation of the foregoing, the renting of Townhomes through Airbnb, VRBO or similar service is not permitted.

(~~iv~~iii) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration, as amended from time to time. Further, the lease or rental agreement

shall be deemed to incorporate the Regulations by reference and shall include the provisions that any violations of (i) the Regulations; (ii) this Declaration, as may be amended; or (iii) the covenants and conditions of the lease or rental agreement itself, other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(~~v~~iv) Every proposed lease or rental agreement shall be subject to the Directors' approval so as to assure compliance with this Section 11.15.

(~~vi~~v) Every lease or rental agreement shall appoint the Board, in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Directors shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Townhome under the rent and possession laws or unlawful detainer laws of the State of Missouri. The Directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Townhome.

(~~vii~~vi) The Owner shall furnish a copy of the fully-executed lease and the names of all ~~lessee~~lessees/tenants to the Board within ten (10) days after its execution and, in any event, not less than five (5) days prior to the commencement date of the lease.

(~~viii~~vii) No Townhome may be leased to more than three (3) unrelated, natural persons~~.~~

~~(ix) No Townhome~~, except as may be ~~subleased~~approved by the Board.

(~~x~~viii) The entire Townhome (not individual rooms or spaces) must be leased under any such lease or rental agreement.

(~~xi~~ix) For purposes of this Section 11.15, any person occupying a Townhome other than the Owner of the Townhome when the Owner is not a resident in the Townhome shall be deemed a tenant whether or not the occupant is paying rent and regardless of the occupant's relationship to the Owner. The Directors shall be authorized to make further rules concerning the definition of tenant.

(b) Hardship Provision. The Board, in its sole discretion, may authorize a lease which will exceed the Cap only upon a showing by an Owner of a hardship which will result from the restrictions contained within this Section 11.15. Examples of a possible "hardship" include, but are not limited to, military transfer, unanticipated business transfer or ill health preventing occupancy of the Townhome. The Board may impose such terms and conditions as it may see fit on the leasing rights of the landlord who has been granted a hardship exception.

(c) Rental Procedures and Fees. The Board may enact such Regulations as it deems necessary for the administration of the leasing provisions set forth in this Section 11.15 and any amendments thereto. Such Regulations shall not be in conflict with the provisions of this Declaration.

(i) The Board shall maintain a waiting list of those Owners wanting to lease their Townhome. The Board may maintain a website so that Owners may monitor Townhome rental opportunities.

(ii) The Board may establish reasonable administrative fees in connection with the maintaining of tenant information and the rental waiting list and to offset the added administrative costs associated with the leasing of Townhomes, not to exceed the reasonable anticipated cost to the Association for such administrative tasks. Such fees shall be collectable as a special assessment to be paid by the Owner of a Townhome to be leased.

11.16 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership that has the effect of dividing the ownership or occupancy of a Townhome into separate time parcels, is prohibited.

11.17 Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.

11.18 Development by Declarant. Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Property and building Townhomes and selling the same.

12. PARTY WALLS.

12.1 Each wall which is built as part of the original construction of a Townhome and placed on the dividing line between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

12.3 If a party wall is destroyed or damaged by fire or other casualty, the wall shall be restored by the Association pursuant to Section 10.2 above.

12.4 Notwithstanding anything herein to the contrary, in the event that any such damage or destruction of a party wall is caused by the willful or negligent act of an Owner, such Owner shall be responsible for the insurance deductible and to pay that portion of the cost of repair thereof which may be in excess of any insurance proceeds.

12.5 The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

13. MORTGAGES; MORTGAGEE PROVISIONS.

13.1 Notice to Association. Upon written request, each Owner shall be obligated to furnish to the Association the name and address of the Mortgagee of any Mortgage encumbering such Owner's Lot.

13.2 Separate Mortgages. Each Owner shall have the right to make a separate Mortgage or other encumbrance on the Owner's respective Lot together with the Owner's respective ownership interest in the Common Properties. No Owner shall have the right or authority to make or create or cause to be made or created any Mortgage or other encumbrance on or affecting the Property or any part thereof, except only to the extent of the Owner's own Lot and the Owner's respective ownership interest in the Common Properties.

13.3 Eligible Mortgagee. Each Eligible Mortgagee shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Lot is subject to such Eligible Mortgagee's Mortgage.

13.4 Notices of Action. Any Eligible Mortgagee shall be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held by such Eligible Mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to the Mortgage of such Eligible Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees; or

(e) Any material amendment to this Declaration.

13.5 No Priority. No provision of this Declaration gives or shall be construed to give any Owner or other party priority over any rights of a holder of a First Mortgage on any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Properties.

13.7 Failure of Mortgagee to Respond. Any holder of a Mortgage on a Lot who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.8 Inspection of Books. The Association shall permit any holder of a Mortgage to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.

13.9 Financial Statements. The Association shall provide any holder of a Mortgage on a Lot which submits a written request with a copy of the annual financial statement, at no charge.

13.10 Attendance at Meetings. Any representative of a holder of a Mortgage on a Lot may attend any meeting which an Owner may attend.

14. AMENDMENTS.

14.1 Declarant's Right to Amend. Subject to Sections 4 and 14.4 hereof, so long as Declarant owns a Lot, Declarant reserves the right to amend this Declaration and the By-Laws, without the consent of any other Owners or any Mortgagees, by recording any such amendment in the office of the Recorder of Deeds of St. Louis County, Missouri.

14.2 Amendments by Board of Directors. Notwithstanding anything contained herein to the contrary, the Board of Directors shall have the right to amend this Declaration or the Bylaws of the Association, without the consent of any other Owners or any Mortgagees, (1) to make non-material changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement; or (2) to comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure or guarantee First Mortgages. Any such amendment shall be immediately recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

14.3 Amendments by Owners. At such time that Declarant no longer owns a Lot, subject to Section 14.4 hereof, this Declaration or the By-Laws of the Association may be altered or amended, by a written agreement approved in writing by the Owners holding at least two-thirds (2/3rds) of the voting power of the Association at a meeting of the Owners, or the consent given in writing and signed by Owners holding at least eighty percent (80%) of the voting power of the Association pursuant to Section 6.12 hereof.

14.4 Amendments of a Material Nature. Notwithstanding Sections 14.1 and 14.3 above, any alterations or amendments to this Declaration or the By-Laws must be approved in writing by at least fifty-one percent (51%) of Eligible Mortgagees if the amendment adds or deletes any material provisions which establish, provide for, govern or regulate any of the following, except as otherwise provided herein:

(a) Voting rights;

(b) Assessment liens or the priority of assessment liens;

(c) Responsibility for maintenance and repairs;

(d) Reallocation of interests in the Common Properties or rights to their use;

(e) Redefinition of boundaries of any Lots;

(f) Convertibility of Lots into Common Properties or of Common Properties into Lots;

(g) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property, except as permitted by Section 2.1(b) above;

(h) Property or fidelity insurance requirements;

(i) Imposition of any restrictions on the leasing of Lots or Townhomes, other than as set forth herein;

(j) Imposition of any restrictions on an Owner's right to sell or transfer his/her/its Lot and Townhome;

(k) Restoration or repair of the Property (after damage or partial condemnation) in a manner other than that specified in this Declaration; or

(l) Any provision which is for the express benefit of a First Mortgagee.

14.5 Execution of Amendment. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by a certificate of the Secretary of the Association to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners and Eligible Mortgagees, if applicable.

15. GENERAL PROVISIONS.

15.1 Subsequent Developer. Any subsequent builder or developer shall be responsible in the same manner as Declarant with respect to that portion of the Property developed by said builder- developer for construction of all major improvements and the establishment of Common Properties.

15.2 Right to Enforce; Fees. The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 5.7 hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

15.3 Assignment of Declarant Rights. In connection with the sale of all or part of the Property subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

15.4 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Louis County.

15.5 Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

15.6 Retention of Declarant Rights. In the event that the Declarant exercises its option to appoint a second and third Director nominated by the Association as set out in Section 6.4 above thereby giving the Association control of the Directors, the Declarant shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Property until such development is completed. The Directors shall not interfere with the orderly development of the Property or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration, including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment pursuant to Section 6.4 and prior to the date Declarant has sold and conveyed 100% of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or developer, the Common Properties shall be operated in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant-controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Section may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot.

15.8 Condemnation of Common Properties. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property herein conveyed to the Directors or Association, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and in any event, the proceeds received shall be held by the Directors for the benefit of those entitled to the use of the Common Property.

15.9 Exercise of Declarant Rights. Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination,

release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

15.10 Inspection of Books. The Association shall permit any holder of a Mortgage to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.

15.11 Financial Statements. The Association shall provide any holder of a Mortgage on a Lot which submits a written request with a copy of the annual financial statement, at no charge.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

DECLARANT:

DOUGLAS-DIELMAN, LLC,
a Missouri limited liability company

By:_____
Douglas Cohen, Manager

CONSENT OF THE DIRECTORS OF

OLIVETTE CITY CENTER TOWNHOMES ASSOCIATION,
a Missouri nonprofit corporation

Director 1:

_____
Douglas Cohen

Director 2:

_____
Douglas Holtzman

Director 3

_____
Esther Cohen

Being all of the Directors

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2023, before me personally appeared Douglas Cohen, to me personally known, who, being by me duly sworn, did say that he/she is the Manager of Douglas-Dielman, LLC a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2023, before me personally appeared Douglas Cohen, to me known, who being by me duly sworn, did say that he/she is a Director of Olivette City Center Townhomes Association, a Missouri non-profit corporation and said Director acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2023, before me personally appeared Douglas Holtzman, to me known, who being by me duly sworn, did say that he/she is a Director of Olivette City Center Townhomes Association, a Missouri non-profit corporation and said Director acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2023, before me personally appeared Esther Cohen, to me known, who being by me duly sworn, did say that he/she is a Director of Olivette City Center Townhomes Association, a Missouri non-profit corporation and said Director acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

LENDER CONSENT

The undersigned, _____, holder of a Deed of Trust on the Property described in the foregoing Declaration, which Deed of Trust is recorded in Book ____ Page ____ of the Office of the Recorder of Deeds for St. Louis County, Missouri, does hereby consent to and subordinate its Deed of Trust to the foregoing Declaration.

_____

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, to me known, who being by me duly sworn did say that he/she is the _____ of _____, a _____ _____ and that the foregoing instrument was executed by _____ by authority of its _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:
_____

EXHIBIT A
LEGAL DESCRIPTION

A tract of land being part of Lot 13 of "Tower Hill", in Section 6, Township 45 North – Range 6 East, St. Louis County, Missouri and being more particularly described as:

Beginning at a point in the South line of "Castle Gate Villas", a subdivision according to the plat thereof recorded in Plat Book 347 pages 56 and 57 of the St. Louis County records, being the Northeast corner of "Indian Trails", a subdivision according to the plat thereof recorded in Plat Book 92 page 15 of the St. Louis County records; thence Eastwardly along said South line of "Castle Gate Villas", South 88 degrees 55 minutes 00 seconds East 179.66 feet to the West line of Dielman Road, formerly Elmwood Avenue, varying width; thence Southwardly along said West line of Dielman Road, South 00 degrees 31 minutes 00 seconds West 680.56 feet to the North line of property described in deed to Olive Western Inc. recorded in Book 6997 page 1479 of the St. Louis County records; thence Westwardly along the North line of said Olive Western Inc. property, North 90 degrees 00 minutes 00 seconds West 180.90 feet to the East line of "Indian Trails Condominiums", according to the plat thereof recorded in Plat Book 199 page 53 of the St. Louis County records; thence Northwardly along said East line of "Indian Trails Condominiums" and the East line of aforesaid "Indian Trails", being also the West line of aforesaid Lot 13 of "Tower Hill", North 00 degrees 37 minutes 15 seconds East 683.97 feet to the point of beginning and containing 2.823 acres according to a survey by Volz Incorporated dated January 10, 2022.

EXHIBIT B

BY-LAWS

OF

OLIVETTE CITY CENTER TOWNHOMES ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Olivette City Center Townhomes Association (the "***Association***"). The principal office of the corporation shall be located at 8000 Maryland Avenue, Suite 1500, St. Louis, Missouri 63105, but meetings of members and directors may be held at such places within the County of St. Louis, State of Missouri, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. The terms "***Declarant***", "***Lot***", "***Owner***" and "***Property***" as used in these By-Laws shall have the meanings set forth in the Olivette City Center Townhomes Declaration of Covenants and Restrictions recorded in the office of the Recorder of Deeds of St. Louis County, Missouri, as amended, modified or changed from time to time as therein provided (the "***Declaration***").

Section 2. "***Member***" means those persons or entities entitled to membership in the Association as provided in the Articles of Incorporation of the Association and the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held on the first Saturday of March of each year, at a time and place within St. Louis County, Missouri as is selected by the Board of Directors of the Association. Until such time as there is less than two Declarant-appointed Directors (which shall include the original Directors named in the Articles of Incorporation and their appointed successors), at the option of the then existing Directors, no annual meeting of the Association shall be held.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3rd) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of a Director(s) or such person who is authorized to call the meeting, by mailing a copy of the notice by first class or registered mail, postage prepaid, not less than ten (10) days and no more than sixty (60) days before the meeting, to each Member, addressed to the address shown on the real estate tax assessment records for each Owner. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies representing at least ten percent (10%) of the votes entitled to be cast by members eligible to vote at the time of the meeting, either in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the

Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Association may (i) give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be quorum requirement to transact the proposed business at such second meeting; or (ii) take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

Section 5. Voting. Except as otherwise provided in the Declaration, at any annual or special meeting, each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual meeting or special meeting. In the election of Directors, the principle of cumulative voting shall not apply. The person(s) receiving the highest number of votes cast shall be deemed elected as a Director.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in a form approved by the Board of Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Lot.

Section 7. Action without a meeting. Any action that may be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken are signed by Members holding at least eighty percent (80%) of the voting power. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

ARTICLE IV
BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) members.

Section 2. Term of Office. The terms of office of the Directors named in the Articles of Incorporation ("***Initial Directors***") shall commence on the date that the Articles of Incorporation are filed with the Missouri Secretary of State and shall end at such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to the Declaration to persons or entities other than a successor builder or developer as more fully set forth in the Declaration. In the event an Initial Director, or his/her appointed successor, should die, resign, cease to hold office, decline to act or become incompetent or unable for any reason to discharge his duties or avail himself or herself of the rights and powers granted or bestowed then as Directors, the Declarant shall have the exclusive right to designate a successor Initial Director to fill the unexpired term of such Initial Director.

In addition:

(a) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to the Declaration to persons other than a successor builder or developer, Esther Cohen, or her appointed successor, shall resign and his or her successor shall be elected by the Members at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest

number of votes cast. Such Director shall serve as Director until all Directors are elected by Members under the provisions of paragraph (b) following.

(b) After Declarant has sold and conveyed all of the Lots which may be subjected to the Declaration other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then acting Directors shall resign; and

(ii) At a special meeting of the Members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year. Each such Director must be a Member of the Association.

(iii) After the expiration of the term of office of the Directors elected as provided in paragraph (b)(ii), each successor Director shall be elected by the Members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the Members.

(c) Declarant, at its sole option, may (but shall not be required to) appoint a second and/or third Director from the membership of the Association prior to the time designated for election of new Directors as set out in paragraph (b) above. In anticipation of Declarant exercising this option, the Association may call a special election in accordance with the provisions of the Declaration to elect a Member or Members to be the nominee(s) for Director(s) to be appointed by Declarant under the provisions of this paragraph (c). In the event Declarant does appoint the nominee(s) elected by the Members as the second and/or third Director(s) prior to the time set forth in paragraph (b) above, then such nominee(s) shall become a Director(s) with full powers and shall not be subject to removal by Declarant, and the appointed nominee(s) shall serve as Director(s) until all Directors are to be elected by the Members under the provisions of paragraph (b).

Section 3. Qualifications. All Directors, except the Initial Directors (and their Declarant-appointed successors), shall be Members. If any Members are a corporation, partnership or trust, then any partner, officer, director, employee or agent of each corporation or partnership or trustee of such trust may be a Director.

Section 4. Removal. Any Director, other than an Initial Director (and any Declarant appointed successor), may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these By-Laws, of a Director, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

Section 5. Compensation. No Director who is a Member or an Initial Director (or any Declarant appointed successor to an Initial Director) shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V
ELECTION OF DIRECTORS

Nomination of Directors for election to the Board of Directors shall be made at the annual meeting of the Members. Election to the Board of Directors shall be by written ballot. At the election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board of Directors, without the necessity of further notice. At each annual meeting, the Directors shall designate one (1) of its members to serve as Chairman, who shall also be the President of the Association.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than forty-eight (48) hours notice to each Director.

Section 3. Quorum; Participation by Telephone. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Members of the Board of Directors may participate in a meeting of the Board of Directors, whether regular or special, by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 4. Vacancies. Vacancies on the Board of Directors resulting from resignation, death, removal of a Director not an Initial Director or their appointed successor or an increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum. The successor to an elected Director whose term has expired shall be elected at a special meeting called for that purpose.

Section 5. Action Without a Meeting. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board of Directors. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Board of Directors and shall have the same force and effect as a unanimous vote at a meeting duly held.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) exercise for the Association all rights, powers, privileges and authority vested in or delegated to the Association by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(b) exercise any and all rights, powers, duties and obligations within the full scope of their authority as directors and agents of the Association.

Section 2. Duties. The Board of Directors shall carry out all of the obligations and duties set forth in the Declaration, the Articles of Incorporation and these By-Laws, including without limitation:

(a) prepare proposed budgets, present the proposed budgets to the Members and fix the amount of the annual assessments against each Lot;

(b) send written notice of each annual, supplemental and special assessment to every Owner subject to the assessment; and

(c) except as otherwise provided in Section 5 of the Declaration, foreclose the lien against a Lot if the owner of the Lot has not paid the assessment on the Lot within such time as the Board of Directors may determine as provided in the Declaration, or bring an action at law against the Owner personally obligated to pay the same;

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(f) file the tax returns of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The officers shall be selected from among the members of the Board of Directors and shall at all times during the term of their office be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his or her successor is elected, whichever shall be the longer period, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he or she replaces and until his or her successor shall have been elected and qualified.

Section 7. Multiple Offices. Not more than two of these offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board of Directors are carried out. The President shall have authority to sign all leases, mortgages, deeds, amendments to the Declaration and other written instruments after the necessary approval requirements have been met as provided in the Declaration, Articles and these By-Laws.

(b) Vice-President. To the extent there is a Vice-President, in the absence of the President, or in the case of his or her inability or refusal to act, and upon a written delegation of authority from the Board of Directors, the Vice-President shall perform all the duties and possess all the powers of the President.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting same.

ARTICLE IX
COMMITTEES AND ADVISORY BOARD

Section 1. Committees. The Board of Directors shall appoint such committees, with such powers and duties, as deemed appropriate to carrying out the purposes of the Association.

Section 2. Advisory Board. From the date of incorporation until such time as there is less than two Declarant-appointed Directors (which shall include the Initial Directors named in the Articles of Incorporation and their appointed successors), the then Directors may appoint an Advisory Board consisting of Owners. The Directors shall appoint a member of the Advisory Board as chairman of the Advisory Board. The number of members of such Advisory Board shall be the number deemed appropriate by the Directors from time to time. The members of the Advisory Board shall serve at the will of the Directors. The Advisory Board shall report to and/or advise the Directors concerning the status and operation of the Property. The Advisory Board may hold informal meetings of the members if so desired by the Advisory Board, but such informal meetings are not required.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, upon reasonable advance notice and at a reasonable date and time specified by the Association, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, upon the affirmative vote of at least two-thirds (2/3rds) of all of the Directors of the Association. Notwithstanding the preceding sentence, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these By-Laws all as from time to time amended or supplemented so long as the Declarant (or a successor builder or developer) owns any Lot.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

ARTICLE XII
INDEMNIFICATION

Section 1. The Association shall hold harmless and indemnify all officers and Directors of the Association to the fullest extent authorized or permitted by the provisions of §355.476 of the Missouri Revised Statutes, or by any amendment thereof or other statutory provisions authorizing or permitting such indemnification which is adopted after the date hereof.

Section 2. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would be required to indemnify him or her against such liability under the provisions of this Article XII.

Section 3. This Article XII is intended to provide for indemnification to the fullest extent permitted by law, as in effect on the date hereof or as hereinafter adopted or amended. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other Bylaw, agreement, vote of the Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 4. All agreements and obligations of the Association contained herein shall continue during the period such officer or Director is an officer or Director of the Association and shall continue thereafter so long as such officer or Director shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether, civil, criminal or investigative, by reason of the fact that such officer or Director was an officer or Director of the Association.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

The undersigned certifies that these By-Laws were adopted by the first Board of Directors of Olivette City Center Townhomes Association, a Missouri nonprofit corporation, effective as of the date set forth below.

Dated: _____

Secretary
Olivette City Center Townhomes Association